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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

WELLS FARGO BANK, N.A., a national  
banking association,

Plaintiff,

vs.

ALIREZA KAVEH, an individual; ALIREZA  
KAVEH, as Trustee of the Alireza Kaveh  
Family Trust; JPA INVESTMENTS, LLC, a  
Nevada limited liability company, JOCELYNE  
ABRAR, an individual; JOCELYNE ABRAR  
as Trustee of The Jocelyne Abrar Trust; ALI  
KAVEH aka Alireza Kaveh, Sr., an individual;  
MOLOUK KAVEH; and MOLOUK KAVEH,  
as Trustee of The Kaveh Family Trust,

Defendants.

Case No.: 2:13-CV-1472-GMN-NJK

**STIPULATION AND ORDER TO:**

**I) CORRECT CLERICAL ERROR AND AMEND JUDGMENT ENTERED  
MARCH 31, 2017;**

**II) DISMISS SECOND AND THIRD CLAIMS FOR RELIEF**

Plaintiff, Wells Fargo Bank, N.A., by and through its counsel of record, Michael F. Lynch, Esq., of Lynch Law Practice, PLLC, and Defendants JPA Investments, LLC; Jocelyne Abrar; Jocelyne Abrar as Trustee of The Jocelyne Abrar Trust; Ali Kaveh aka Alireza Kaveh, Sr.; Molouk Kaveh and Molouk Kaveh as Trustee of The Kaveh Family Trust dated July 31, 1998 (“The Kaveh Family Trust”), and Alireza Kaveh, in Proper Person, stipulate and agree as follows.

1           **WHEREAS** the Complaint on file identifies three separate loans held by Plaintiff  
2 Wells Fargo Bank, N.A., against three different Limited Liability Companies and properties  
3 and against different defendants identified therein (Document 1).

4           **WHEREAS** the first claim for relief arises from a loan identified as the Craig 95 Loan  
5 (Document 1).

6           **WHEREAS** the second claim for relief arises from a loan identified as the Frontier  
7 Loan (Document 1).

8           **WHEREAS** the third claim for relief arises from a loan identified as the Alireza Loan  
9 (Document 1).

10          **WHEREAS** On April 8, 2016, partial summary judgment was entered against  
11 Defendants Alireza Kaveh, as an individual; Alireza Kaveh, as Trustee of the Alireza Kaveh  
12 Family Trust; JPA Investments, L.L.C.; Jocelyne Abrar, as an individual; and Jocelyne Abrar,  
13 as Trustee of the Jocelyne Abrar Trust relating to breaches the Craig 95 Loan (Document 69).

14          **WHEREAS** Wells Fargo and the same Defendants identified in Document 69 then  
15 proceeded to prosecute a traditional deficiency hearing to determine fair market value on the  
16 date of the foreclosure of the underlying Craig 95 real property.

17          **WHEREAS** on March 31, 2017 at the conclusion of the fair market value deficiency  
18 hearing the Court entered an Order which contained findings of fact and conclusions of law  
19 (Document 107) , and **WHEREAS** a Judgment was entered thereon on the same date  
20 (Document 108).

21          **WHEREAS** in entering the Judgment on March 31, 2017 the clerk checked the box  
22 that identifies all “Defendants” rather than just those defendants who were parties to the Craig  
23 95 Loan.

24          **IT IS HEREBY STIPULATED AND AGREED** that pursuant to FRCP 60 a mistake  
25 has occurred and to the extent Judgment (Document 108) includes Defendants Alireza Kaveh,  
26 Sr. Molouk Kaveh, and Molouk Kaveh Trust, this was the result of clerical error entitling the  
27 latter defendants to relief.

1           **IT IS HEREBY STIPULATED AND AGREED** the Judgment entered March 31,  
2 2017 (Document 108) is corrected and clarified to delete and omit any reference to  
3 Defendants Alireza Kaveh, Sr. Molouk Kaveh, and Molouk Kaveh Trust and amended to state  
4 that it is entered only against Defendants Alireza Kaveh, as an individual; Alireza Kaveh, as  
5 Trustee of the Alireza Kaveh Family Trust; JPA Investments, L.L.C.; Jocelyne Abrar, as an  
6 individual; and Jocelyne Abrar, as Trustee of the Jocelyne Abrar Trust, jointly and severally.

7           **IT IS HEREBY FURTHER STIPULATED AND AGREED** that the Second Cause  
8 of Action stated in the Complaint filed August 16, 2013 arising from the Frontier Loan, Note  
9 and Guaranty against Alireza Kaveh, Sr.; Molouk Kaveh and Molouk Kaveh as Trustee of  
10 The Kaveh Family Trust dated July 31, 1998 ("The Kaveh Family Trust") shall be and hereby  
11 is dismissed without prejudice, in its entirety, the parties to bear their own attorneys fees and  
12 costs as it relates to that claim.

13           **IT IS HEREBY FURTHER STIPULATED AND AGREED** that the Third Cause  
14 of Action stated in the Complaint filed August 16, 2013 arising from the Alireza Loan, Note  
15 and Guaranty shall be and hereby is dismissed without prejudice, in its entirety, the parties to  
16 bear their own attorneys fees and costs as it relates to that claim.

17           **IT IS HEREBY FURTHER STIPULATED AND AGREED** that this Stipulation  
18 and Order shall not effect or effectuate a settlement of the First Cause of Action stated in the  
19 Complaint filed August 16, 2013 arising from the Craig 95 Loan, Note and Guaranty or affect  
20 the Judgment as it is entered against Defendants Alireza Kaveh, as an individual; Alireza  
21 Kaveh, as Trustee of the Alireza Kaveh Family Trust; JPA Investments, L.L.C.; Jocelyne  
22 Abrar, as an individual; and Jocelyne Abrar, as Trustee of the Jocelyne Abrar Trust  
23 (Document 108).

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1                   **IT IS HEREBY FURTHER STIPULATED AND AGREED** that Frontier  
2 Defendants waive any right under FRCP 41 or otherwise that the dismissal stated herein shall  
3 operate as an adjudication on the merits or as a bar to Plaintiff seeking relief in a newly filed  
4 action relating to the Frontier Loan or the Second Cause of Action.

5 SO STIPULATED

6 DATED this 30<sup>th</sup> day of June, 2017.

7 MINCIN LAW, PLLC

8 By: /s/ David Mincin  
9                   David Mincin, Esq.  
State Bar No.5427  
10                7465 W. Lake Mead Blvd., #100  
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11                *Attorney For Jocelyne Abrar,  
Ali Kaveh, Moluck Kaveh and  
JPA Investments, LLC*

SO STIPULATED

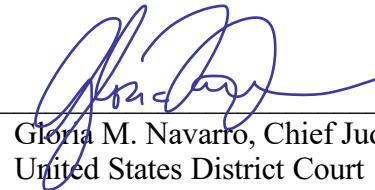
DATED this 28<sup>th</sup> day of June, 2017.

LYNCH LAW PRACTICE, PLLC

By: /s/ Michael F. Lynch  
Michael F. Lynch, Esq.  
State Bar No. 8555  
3613 S. Eastern Avenue  
Las Vegas, Nevada 89169  
*Attorney for Plaintiffs*

13                   **IT IS SO ORDERED.**

14                   DATED this 1 day of May, 2018.

15                     
16                   Gloria M. Navarro, Chief Judge  
17                   United States District Court

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